SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of flight apparel in conjunction with the needs of multiple County Departments.

2.2 TERM OF CONTRACT

This contract will commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. This contract shall remain in effect for four (4) years; provided that the services rendered by the Bidder during the contract period are satisfactory and that the County funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period.

2.3 METHOD OF AWARD

Award of this solicitation will be made to the lowest priced responsive, responsible bidder by group in the aggregate and who meets the minimum qualifications listed below. In order to be considered for award, bidders must submit an offer for all items listed within each group. If a bidder fails to submit an offer for all items, within the group, its offer for that group may be rejected.

Minimum qualifications:

a. Bidder shall provide a list of no less than three Commercial Business and/or Government Agency references that can confirm that the bidder has successfully sold similar apparel and accessories to the ones specified in the solicitation. The following information shall be provided: company name, contact name, address, telephone number and e-mail address.

2.4 PRICES

The prices proposed by the bidder shall remain fixed for a period of no less than twelve (12) months after the commencement of the contract. After this period, the bidder may submit for a price adjustment to the County based on the Consumer Price Index (CPI) for all urban consumers in the Miami/Ft. Lauderdale area for apparel. The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

It is the bidder's responsibility to request any pricing adjustment under this provision. The bidder's request for adjustment must be submitted to the County's Department of Procurement Management for review no less than 90 days prior to expiration of the then current contract term.

The County reserves the right to reject any price adjustments submitted by the bidder.

2.5 "EQUAL" PRODUCT(S) / SAMPLE REQUIRED

This solicitation's technical specifications reflect the minimum standards the County will accept. This information is being provided for the sole purpose of establishing the level of quality, standard of performance, and design and are in no way intended to prohibit the offer of another manufacturer's items. A product 'equal' to the manufacturer/style shown in the specifications may be considered by the County. The item shall be equal in quality appearance, and standards of performance to the item specified in the solicitation.

The County retains the right to request samples of items bid for its evaluation or testing at that time the bidder may provide a Letter of Conformance which identifies any aspects of the sample which do not conform to the specifications.

The County shall be the sole judge of equality, based on compliance with the technical specifications, the Letter of Conformance and any other information available and the best interests of the County, its decision in this regard shall be final.

Any samples submitted shall create an express warranty that the whole of the goods to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

All samples shall become the property of Miami-Dade County.

2.6 <u>DELIVERY</u>

a. DELIVERY

All deliveries shall be made within fifteen (15) calendar days after the issued date of each order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder to whom the contract is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the order on a default basis after any back order period that has been mutually agreed to lapse. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the successful bidder with any re-procurement cost. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

b. PACKING SLIP/DELIVERY TICKET

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip or delivery ticket shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the

following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

c. AUTHORIZED PERSONNEL

Certain County employees may be authorized in writing to pick-up apparel under this contract. The successful bidder shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. Bidder shall contact the appropriate user department to confirm the authorization, if they are in doubt about authorization.

2.7 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained, in full compliance with the specifications and requirements set forth in this contract. If a bidder-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at bidder's expense, to the bidder. At the County's own option, the bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The bidder shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.8 PURCHASE OF OTHER ITEMS

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded bidder for the applicable group to obtain a price quote for the similar items. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders. The County reserves the right to award these similar items to the primary contract bidder, another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.9 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

Substitute brands or style number may be considered during the contract period for discontinued models. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of Internal Services Department, Procurement Management Services Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item.

2.10 INSURANCE REQUIREMENTS

The Insurance Requirements set forth in Section 1.0, Paragraph 1.21, General Terms and Conditions, are not applicable to this solicitation.

2.11 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Abelin Rodriguez at (305) 375-4744 email abelin@miamidade.gov

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Supply custom fit flight uniforms for use by Miami-Dade helicopter pilots in their duties.

1. 3.2 GOODS / SERVICES TO BE PROVIDED

Bidder should provide the County with the following items as specified below or approved equal per Section 2, Paragraph 2.6

A. PILOT FLIGHT UNIFORM SPECIFICATIONS:

1. Guardian Uniform, Gibson & Barnes item number #UD2N1

Men's Sizes: 36-52, short, regular and tall Ladies' Sizes: 4-26, short, regular, tall

Detail description:

- Military specification: MIL-C-83141A.
- 92% Nomex, 5% Kevlar, 3% P140 Aramid, flame-resistant material, two-way zipper with pull, six (6) primary pockets, adjustable weight belt with velcro fastener, knife pocket on left inseam, pen/pencil pocket on left sleeve, gusseted back
- Long sleeve uniform of 5.0 oz Defiant Nomex IIIA Fabric
- Navy Blue
- Department patch sewn on right shoulder ½" from shoulder seam
- American flag, yellow/gold border sewn left shoulder above pen/pencil pocket standard placement
- Chest pockets with covered zipper, right chest pocket divided into 2 sections
- Two slot pen/pencil pocket on left sleeve
- Two rear pockets
- Equipment pocket on right thigh
- Hook and loop extended the length of tabs on equipment pocket
- Standard horizontal zipper thigh pocket on left thigh
- Lower leg pockets, horizontal zippers on left and right leg
- Front pockets at waist
- Badge tab on left chest, 2" x 4" Velcro (female)
- 2" x 4" Velcro on right chest for nametag
- All pockets with covered zippers
- Men's style waist tabs, adjustable 2" wide **same "Men style waist" for all women jumper**
- Shirt style cuff with Velcro
- Corded front zipper
- Black Nomex zippers
- Pleated action back
- Four piece front construction
- 1 & ¾ inch letters "MIAMI-DADE" with 1 & ¼ inch letters "FIRE RESCUE" below embroidered on back of suit
- Embroidery in white thread on back of suit 5" below collar
- Leg zippers set on rear of leg

- 2. Flight Suits, Gibson & Barnes item number # UD1ZZZZ-Z99ZZ **Description:**
 - 5.5 oz brown poly cotton or Nomex
 - Law enforcement professional design custom fit to each pilot
 - Velcro adjustable belt tabs 2" wide
 - Shoulder reinforcement
 - Two corded zippered chest pockets on diagonal design
 - Two corded zippered leg pockets with pen holder
 - Corded two way front zipper
 - Two front trouser pockets
 - Two corded zippered thigh pockets
 - No sleeve pocket
 - Pleated action back
 - Sewn-in creases
 - Velcro name tag above right pocket
 - Badge holders above left pocket
 - Square collar (nonmilitary design)
 - Dark Brown
 - Flight suits must be customized to each pilot
 - Department patches are to be sewn on by bidder at no extra charge
 - Nomex to be available in 4.5 oz and 6.0 oz
- 3. CWU-27/P Flight Suit, Gibson & Barnes item number #WA2M1ES

Men's Sizes: 36-52, short, regular and tall

Description:

- Military specification (MIL-C83141A)
- 92% Nomex fiber, 5% Kevlar fiber, and 3% P-140 anti-static fiber.
- The zippers are made from Nomex with solid brass teeth and the thread is made from Kevlar.
- Color: Sage (ES)
- Zipper chest pockets, thigh pockets, leg pockets, sleeve pocket, and Knife pocket
- Pleated action back
- Hook & loop sleeve tabs
- Two-way front zipper (men)
- Flight suits must be customized to each pilot
- Department patches are to be sewn on by bidder at no extra charge

B. NOMEX GLOVE SPECIFICATIONS:

Protech, Gibson & Barnes item number #EGNT

Description:

- Military Specification MIL-G-181188B
- Back: Nomex IIIA Aramid Knit Fiber
- Palm: Capeskin leather, black
- Color: Navy Blue (BN) or Black (LX)
- Sizes: 5-6-7-8-9-10-11-12

C. JACKET SPECIFICATIONS:

1. Sentinel Jacket, Gibson & Barnes item number JB1N2BD

Men's Sizes: S, M, L, XL, 2XL, short, regular, tall Ladies sizes: S, M, L, XL, 2XL, short, regular, tall

Description:

- lightweight lining with zip out fleece vest Nomex III
- Aramid Fabric shell and lining, Nomex fleece vest
- Dark Navy (BD)
- Department patch sewn on right shoulder ½" from shoulder seam
- American flag, yellow/gold border sewn left shoulder above pen/pencil pocket
- standard placement
- Heavy-duty brass zipper
- Corded front zipper
- Jacket shell 6.5 oz Defiant Nomex IIIA fabric
- Jacket lining 5.0 oz Defiant Nomex IIIA fabric.
- Removable vest: Nomex fleece Color: gray
- Guardian style pointed collar
- Shirt cuff style sleeve with Velcro closure
- Pen/pencil pocket on left sleeve
- Military style front pockets with hook and loop closure
- Pleated action back
- 1 & ¾ inch letters "MIAMI-DADE" with 1 & ¼ letters "FIRE RESCUE" below
- embroidered on back of jacket
- Embroidery in white thread on back of suit 5" below collar
- 2 x 3 3/4" Velcro sewn on left chest for attaching nametag, 2" x 4" Velcro (Female)
- Black Nomex knit waistband
- 2. Leather Jacket Gibson & Barnes item number LF5G1ND (standard size)

Manufacturer: Gibson & Barnes

Men's Sizes: 36-50, short, regular, tall Ladies sizes: 4-22, short, regular, tall

Gibson & Barnes item number LF5G1ND (made to measure) **Measures:** Measuring instructions provided by manufacturer

Description:

- Civil A-2 leather jacket
- Goatskin: Dark Seal
- 1 & ¾ inch letters "MIAMI-DADE" with 1 & ¼ letters "POLICE" below
- embroidered on back of jacket
- Embroidery in white thread on back of suit 5" below collar
- 2 x 3 ³/₄" loop sewn on left chest for attaching nametag

D. HELMET

Gentex SPH5 Dual ANVIS Visor Helicopter Flight Helmet Gibson & Banes item number HHH8

Color: Navy Blue

E. HELMET BAG

1. Military Gibson & Barnes Item number HBBD

Manufacturer: Gibson & Barnes

2. Deluxe Gibson & Barnes item number HBBM

Manufacturer: Gibson & Barnes

Color: Navy

F. SKULL CAP SPECIFICATIONS:

1. Military Skull Cap Gibson & Barnes Item number HBSY

Color: Gray

2. Pilot Skull Cap Gibson & Barnes Military Item number HBS1 Color:

G. BOOTS SPECIFICATIONS:

1. Chippewa Test Pilot Gibson & Barnes Boots Item Number EBC01

Men's Sizes: 4-12 by $\frac{1}{2}$ sizes, 13, 14. Width C (7 $\frac{1}{2}$ - 13), Width D (4-14), E & EE (7-13) **Description**:

- Lace-up Test Pilot Boots, 8", smooth sole
- All leather construction
- Leather uppers can be polished
- Full leather lining and insole
- Cushioned ankle collars
- Leather welt construction repels water
- Can be resoled
- Vibram soles for traction and resistance
- ANSI 75 Steel safety toe and steel sole plate
- 2. Thorogood Commando Deuce Anti-Pathogen Boots, Gibson & Barnes Item Number EBT35 Men's Sizes: 4-12 by ½ sizes, 13, 14, 15, medium and wide sizes Description:
 - Anti-pathogen, lace-up 6"
 - Non-marking, slip-resistant and self-cleaning dual density sole
 - Full-grain and action leather upper
 - Padded ankle collars
 - Thoro dri waterproof system with Sympatex waterproof barrier

H. LEATHER NAMETAGS SPECIFICATIONS:

Gibson & Barnes item number ETT1-LX

Description:

- Black or brown leather
- Gold or silver printing
- Size 2" x 4" or 2" x 3"
- Wings: 5-point police star with wing or other as requested
- Lettering: Up to 3 lines, 20 characters per line as specified by end user